

RESOLUTION OF THE TOWNSHIP OF WASHINGTON

Morris County, New Jersey

No. R-187-06

Date of Adoption: October 16, 2006


Title or Subject: AUTHORIZE EXECUTION OF CONTRACT - WASHINGTON TOWNSHIP
FOREMAN'S ASSOCIATION

WHEREAS, the Washington Township Committee and the Washington Township Foreman's Association have agreed on a Collective Bargaining Agreement for a period from January 1, 2005 to December 31, 2007.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Washington that the Mayor and the Clerk be authorized to execute a contract with the Washington Township Foreman's Association for a period from January 1, 2005 to December 31, 2007.

ATTEST:

TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF WASHINGTON



Dianne S. Gallets, Township Clerk



Tracy Tobin, Mayor

I, Dianne S. Gallets, Township Clerk, do hereby certify that the foregoing resolution was adopted at a meeting of the Township Committee, held on October 16, 2006.

Dianne S. Gallets, Township Clerk

Date

ARTICLE 1

PREAMBLE

This AGREEMENT made this 9th day of ^{October} of 2006, by and between the Township of Washington, in the County of Morris, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township", and Washington Township Foreman's Association, hereinafter referred to as the "Association", representing the complete and final understanding on all bargainable issues between the Township and the Association for the years 2005, 2006 and 2007.

ARTICLE 2.

RECOGNITION

A. The Township hereby recognizes Washington Township Foreman's Association as the sole and exclusive bargaining agent for all full time foremen employed by the Township in the DPW, but excluding all professional employees, craft employees, managerial executives, confidential employees, police employees, supervisory employees within the meaning of the act, guards, clerical personnel, and all other employees employed by the Township. This Agreement shall govern all wages, hours, and other terms and conditions of employment regarding said employees.

B. An "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females.

ARTICLE 3.

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of the employee having a grievance to discuss the matter informally with any appropriate member of the department.

C. The Shop Steward or his designated alternate shall not be penalized by the Township and time off without pay to assist in the prosecution of the grievance shall be granted.

D. Any grievance or dispute which may arise between the parties concerning a provision in this Agreement, including the application, meaning or interpretation of this Agreement, or any grievance or dispute which may arise out of or between the Public Employee and a superior from or concerning any matter which relates to or affects the Public Employee in his capacity as an employee shall be settled in the following manner:

STEP 1:

The Public Employee having a grievance shall give notice of the grievance to the Superintendent of Public Works within ten (10) calendar days of the date on which the grievance was deemed to have occurred. Notice of the grievance shall be in writing and submitted in duplicate.

STEP 2:

In the event that the grievance is not settled or resolved within ten (10) calendar days from the date written notice was given, the Superintendent of Public Works shall forward a copy of the grievance to the Township Administrator, together with the action taken by the Superintendent. From the date of receipt by the Administration Office of the grievance and action taken from the Superintendent of Public Works the Township Administrator, along with the Road Commissioner, and the Business Agent of Record shall have ten (10) calendar days to review and make a determination regarding the grievance.

STEP 3:

In the event that the grievance is not settled or resolved within ten (10) days from the date of receipt by the Administration Office it shall be incumbent upon the Township Administrator to arrange a meeting within thirty (30) calendar days at which the Public Employee and his representative and/or attorney of his choosing serving notice of the grievance shall be given an opportunity to be heard by the Township Committee. The Township Committee reserves the right to an extension of thirty (30) calendar days in which to resolve the grievance after adequate and proper notice be given to the Public Employee and his representative and/or attorney concerning same.

STEP 4:

If the grievance is not settled through Steps 1, 2, and 3 either the Township Committee or the Foreman's Association shall have the right to submit the dispute to arbitration within twenty (20) calendar days of the decision

of the Township Committee to the New Jersey Public Employment Relations Commission. The arbitrator selected, according to the rules and regulations of the Commission, shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding.

a. The parties may direct the arbitrator to decide as a preliminary question whether or not he has the jurisdiction to hear and decide the matter in dispute.

b. The arbitrator shall be bound by the provision of this Agreement, the Constitution of the United States and the State of New Jersey and laws of the State of New Jersey and be restricted to this application of the facts presented to him involved in the grievance. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement.

c. The costs of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally by the Township and The Association.

E. All employees involved in mutually scheduled grievance proceedings as a grievant, Association representative and/or witness which occur during working hours shall be compensated for those hours while attending the grievance.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been abandoned. If any grievance is not pursued by the grievant to the next succeeding step in the grievance procedure within the time limits prescribed thereunder,

the disposition of the grievance at the preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed at any step in the grievance procedure, the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits at any step in the grievance procedure.

G. A grievance or dispute shall be deemed settled and resolved, if, during any step in the grievance procedure, the grievant entertaining the grievance gives written notice that the matter has been settled to his satisfaction. Said written notice may be by notation upon the original notice of grievance or by separate notation. In either event, same must be signed by the party bringing the grievance or dispute.

ARTICLE 4.

SALARIES

	2005	2006	2007
General Road Foreman	62,009.00	64,489.35	67,068.93
Senior Road Foreman	60,882.33	63,317.63	65,850.34
Road Foreman	60,082.45	62,485.75	64,995.18

Wage increases are retroactive to their effective date.

ARTICLE 5.

OVERTIME

A. The Township agrees to pay overtime at the rate of one and one half (1-1/2) times an employee's regular rate of pay for each hour in excess of forty (40) hours in any given work week or in excess of eight (8) hours in any working day.

B. The Township agrees to pay a minimum of two (2) hours at the time and one half (1.5) rate for each unscheduled or unexpected callout which requires an employee to report to work on an emergency basis during other than regularly scheduled work hours/days.

When an employee or group of employees is instructed to report to work for their next regular shift 1/2 to 1.5 hours prior to the regularly scheduled starting time for that shift, the employee will not be entitled to the minimum two hours at time and one half.

C. When any employee is required by management to work for any continuous 20 hour period due to emergency conditions, that employee shall be required and entitled to a minimum eight hours rest and recuperation period immediately following the period worked. An extension of two (2) unpaid hours will be granted if requested by the employee in advance. This employee shall also be paid for up to eight hours at his/her regular hourly rate (straight time) when any portion of all of the eight hour recuperation period falls within the regularly scheduled department work day. The employee shall receive this additional compensation for only the number of actual hours which he/she is absent for the regularly scheduled work day, i.e. 7:30 a.m. to 4:00 p.m.

When an employee is required, at management's discretion, to work a combined total of 16 hours out of any 24 regular work week period (Sunday through Friday beginning and ending at 7:30 a.m.), due to emergency conditions, that employee shall be entitled to a minimum eight (8) hours rest and recuperation period only after the completion of a minimum twelve (12) hour continuous work shift which shall consist of the emergency call to duty. This employee will then be paid for that portion of the regularly scheduled work day which he/she may be absent from due to this recuperation period at the employee's regular hourly rate (straight time). This minimum 12-hour shift shall apply when there is a break in the hours worked during the specified 24-hour period.

D. The employee may opt to relieve himself of duty for safety reasons at the sixteenth (16th) hour and forfeit his/her eight (8) hour paid time off still allowing for maximum of ten (10) hour recuperation time with no pay.

E. The opportunity to earn overtime pay shall be rotated with the intention to achieve equalization of overtime pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.

F. Compensatory Time may be accumulated up to fifty (50) hours per year. Compensatory time can only be used in not more than eight (8) hour increments with a supervisor's pre-approval. If compensatory time is not used by December 31 of each year, it will be paid out to the employee.

ARTICLE 6.

HOLIDAYS

A. Full time employees shall receive twelve (12) paid holidays per year. Effective January 1, 2005, the following ten (10) holidays will be recognized:

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

The Association shall decide, by consensus of its members, which two (2) additional days shall be taken each year. Notice of these dates must be submitted to the Superintendent of Public Works, or his designee, and the Finance Officer no later than March 15th for the first optional holiday and June 15th for the second optional holiday.

B. If a holiday falls on a Sunday, the Monday after shall be considered and recognized as the holiday for purposes of this Agreement. If a holiday falls on a Saturday, the preceding Friday shall be considered and recognized as the holiday for the purpose of this Agreement.

C. An employee must work the work day before and the work day after any holiday in order to receive holiday pay, unless he has received prior approval from the Superintendent, or his designee, to miss either one or both of the days before and after the holiday, or is sick and produces a medical certificate for the absence(s) within five (5) days of returning to work.

D. Compensation for work performed on any of the paid holidays, except as set forth below shall be paid at the rate equal to the holiday plus one and one-half (1-1/2) times the regular hourly rate of the employee, for all hours worked between 12:00 midnight and 11:59 p.m. on the date of the holiday.

E. Compensation for work performed on Thanksgiving Day, Christmas Day and New Year's Day shall be paid at the rate equal to the holiday plus two (2) times the regular hourly rate.

ARTICLE 7.

SICK LEAVE

- A. Sick leave shall be computed on a calendar year basis from January 1 through December 31.
- B. Each employee shall receive 2 1/2 days per quarter worked during the first calendar year of employment. For succeeding years, the employee shall be eligible for sick leave based on ten (10) days per year. Unused sick leave will not accumulate from year to year. Those employees that have accumulated sick days prior to January 1, 2002 will retain those days for future use.
- C. Employees will be paid for 50% of their unused sick leave each year. Payment will be made during the first pay period of the following year.
- D. Any accumulated sick leave must be used prior to utilizing the following additional sick leave allowances. Each full time employee shall receive additional sick leave in the amount of three (3) days for each year of service under the following circumstances:

Hospitalization or major illness, recuperation which requires the employee to miss more than ten (10) consecutive working days. The added sick leave shall apply only to those days over and above the ten (10) consecutive work days missed due to hospitalization or recuperation. A Doctor's certificate will be required to establish eligibility.

- F. In addition to the sick leave granted for any single major illness or hospitalization which extends more than twenty-four (24) days, paid sick leave will be granted from the 25th day to the 182nd day. Proof of the eligibility for extended benefits may be required in the form of a

Doctor's certificate from the Township physician. The Township reserves the right to send the employee to a Township-selected doctor (expenses paid by the Township).

ARTICLE 8.

VACATIONS

A. The vacation leave shall be computed on the calendar year basis from January 1 through December 31. Full time employees shall receive the following vacation time:

In the first calendar year of service, after completing two months of service, the employee shall be entitled to one vacation day for each full month worked up to a maximum of ten vacation days per year.

For the second year through the fifth year of service - ten paid vacation days per year.

At the start of the calendar year in which the employee completes his sixth full year of service, the employee becomes eligible for fifteen days of vacation. Example: Employee hired September 1981 becomes eligible for fifteen days paid vacation starting January 1, 1987.

At the start of the calendar year in which the employee completes his eleventh full year of service, the employee becomes eligible for twenty days of vacation.

At the start of calendar year in which the employee completes his sixteenth full year of service one additional day of vacation per year will be added (up to a total of 25 days.)

B. Employees must schedule at least half (1/2) of their vacation time by March 15th and the balance by June 15th of each year or it may not be approved. This provision does not apply to the five (5) individual vacation days.

C. Between December 15th and April 1st of the following year vacation may only be approved on a daily basis and are subject to cancellation if winter storm conditions are prevalent on the requested date.

D. There will be no mandatory shut down week.

ARTICLE 9.

LONGEVITY

Longevity shall be computed from the appointment date of full time employment and shall be reported as pensionable earnings and paid annually as follows:

7-11 years	\$1,400.00
12+ years	\$2,100.00

ARTICLE 10.

JOB POSTING/PROBATIONARY PROMOTION

The Township agrees to post job openings at the Public Works garage to permit eligible members of the Public Works Department to apply for an opening.

A. For the purpose of this article, a job opening is defined as being: [1] a new position covered under the Public Works contract; or [2] an opening which occurs due to a change in the existing staff covered under the Public Works contract.

Upon written application to the Superintendent of the Department of Public Works, stating the employee's interest in and qualifications for the job opening, qualified employees shall be interviewed for the job opening. In the case of a tie between two qualified employees, seniority will prevail. If an employee so applies for a job opening and does not receive the position, the Superintendent of Public Works will give the employee, in writing, the reasons why he/she did not receive the position. Each employee shall have the right to grieve this procedure to the Township Committee level in accordance with the grievance procedure.

B. In the case of internal promotions, any employee selected to fill such a job opening shall be granted a training period of sixty (60) calendar days. If the Township determines at the end of the training period that the employee is unqualified to perform the duties of the position, the Township shall place the employee in his former position or in a position equivalent thereto at the rate of pay for the position to which he is reassigned. The promoted employee shall receive the rate of pay for the job in question at the time such training period commences.

ARTICLE 11.

WORKING HOURS

A. The work week and salary for the Washington Township Road Department shall be computed on a forty (40) hour week. Employees shall work up to eight (8) hour days. The working hours shall be scheduled between 7:30 am and 4:00 pm, for the months of September through June. The working hours shall be scheduled between 7:00 am and 3:30 pm for the months of July and August only.

ARTICLE 12.

PERSONAL AND BEREAVEMENT LEAVE

A. Each full time employee of the Road Department shall receive three (3) personal leave days per year with pay, starting with 2006.

B. Each full time employee of the Road Department shall be granted leave with pay, not exceeding three (3) days, in the event of death in his immediate family. The term "immediate family" for the purpose of this contract shall include:

1. The employee's grandparent, spouse, child, parents, brother or sister or step-parent.
2. The grandparent, child, parent, brother or sister or step-parent of his/her spouse.
3. A relative living under the same roof.

ARTICLE 13.

HEALTH BENEFITS

A. The Township will provide full coverage to those employees enrolled in the New Jersey State Health Benefits Plan. Health Benefits will commence the first day following the completion of two full months. Example: an employee hired January 15th will receive Health Benefits on March 16th. The only time an employee may switch coverage options is during the yearly open enrollment time period designated by the Township. The Township will notify the employees of the open enrollment period. However, the Township may, at its option, change the carrier providing health benefits to the bargaining unit if (1) the Township meets and confers with Local 469 to discuss the proposed changes at least 90 days prior to execution of a new insurance contract and (2) the coverage afforded by any such new health insurance carrier provides substantially similar benefits to the New Jersey State Health Benefits Plan and a procedure for claims processing that is no more onerous than said plan.

B. The Township shall provide coverage to the members of The Association under the Teamsters dental plan. The Township shall pay 50% of the dental premium, and the employee shall pay 50%.

C. The Township shall repair eye glasses when eye glasses are damaged or broken in the course of employment for members of The Association, provided a Worker's Compensation claim is submitted for the damage and provided that such damage is not due to the employee's negligence up to a maximum of \$100.00 per year per employee.

- D. The Township shall continue to contribute to the Public Employees Retirement System in the amount equal to the employee's contribution.
- E. The Township shall continue such insurance coverage for current employees who retire with at least twenty years 20 years of service with Washington Township and at least twenty-five (25) years of service in the New Jersey State Pension System. Coverage ends at the year Medicare coverage commences or 65 years of age, whichever is sooner, husband/wife or single coverage, depending on the employee's marital status.
- F. Employees hired after the ratification of this Agreement must have 25 years of service with Washington Township and 25 years of service in the N.J. State Pension System to be eligible for health benefits at retirement.
- G. Employees electing dependent coverage will pay a premium co-payment of up to 10% of the dependent cost to become effective once all other unions are in agreement. If all other bargaining units are bound by a premium co-payment of less than 10%, that lower co-payment will be implemented for this bargaining unit in lieu of the 10%. In no event shall the 10% co-payment exceed \$400.00 per year for 2006 and 2007 respectively. Employees of this bargaining unit will receive a 1% increase to base pay effective January 1 of the year in which dependent coverage is implemented. Washington Township reserves the right to change the health insurance carrier in accordance with the provisions of Article 13, Section A of the parties' agreement.

ARTICLE 14.

CLOTHING ALLOWANCE/MEAL ALLOWANCE

A. For the years 2006 and 2007 the annual clothing allowance shall be \$500.00 per person for non-mechanics. Clothing allowance cannot be utilized during the probationary period.

B. For the mechanics in 2006 and 2007, the Township will subscribe to a rental uniform service for the mechanics uniforms. In addition, the mechanics will receive a total allowance of \$400.00 per person for work boots, raingear and gloves. Mechanics can purchase tools from their clothing allowance for the years 2006 and 2007.

C. The spring/summer uniform will consist of an orange t-shirt and blue work pants, and the fall/winter uniform will consist of a long or short sleeve blue shirt and blue work pants and previously described and approved by the DPW Superintendent. The Association membership will decide on the specific dates when the uniform will change due to the change in seasons, and will notify management of the dates. Management will provide a list of clothing for the township uniform.

D. Employees will wear a fresh clean uniform in accordance with Township requirements each day. If the Township changes the requirements, such changes will be made at the beginning of each year. Within one month from the dates the Association chooses (after the Fall change and after the Spring change) employees may wear their choice of either the summer shirt or the winter shirts.

E. The Township will provide five (5) tee shirts to each employee each year.

F. Each full-time employee of the Washington Township Road Department shall be eligible to receive a meal allowance under the following criteria:

1. If an employee is required to work four (4) hours before commencement of his regular shift, he shall receive a meal allowance of \$4.00. If the employee is required to work four (4) hours after the conclusion of his regular shift, he shall receive a meal allowance of \$5.50.

2. The meal receipts shall be listed individually containing the name of the restaurant and/or diner. The meal receipts shall be in duplicate, one copy to be directed to the person designated by the Township. The current practice of punching in and out for meals shall continue and shall include those meals for which reimbursement is to be made.

ARTICLE 15.

PROBATIONARY EMPLOYEES

A. The first ninety (90) days of employment with the Township for all new employees shall be a probationary period. The Township reserves the right to extend this probationary period for an additional period of time not to exceed sixty (60) days.

B. During the aforementioned probationary period, the Township may discharge such employee. An employee who is discharged during his probationary period shall have no other legal recourse available. The Township shall have no responsibility for the re-employment of a newly engaged probationary employee if they are dismissed during their probationary period.

ARTICLE 16.

GENERAL PROVISIONS

A. No employee shall make or be requested to make any agreement or to enter into any understanding which is inconsistent or conflicting with the terms and conditions of this Agreement. This shall not apply to outside contractors who may be employees as well.

B. The Township shall provide reasonable bulletin board space for the posting of official Association notices. No notice shall be posted which conflicts with the rules and regulations of the Township. The Association agrees that it will not engage in recruitment activities during business hours.

C. The Township will continue the bi-weekly pay schedule for the employees covered under this bargaining unit by this agreement. If the Township changes the pay schedule for all other Township employees to a different pay schedule than that above, the employees covered under this agreement shall receive their pay in the same manner, except monthly, where they shall receive their pay bi-weekly.

ARTICLE 17.

LAYOFF AND RECALL

A. In the event of layoff, the required reductions shall be made in such job classification or classifications as directed by the Township, taking into account all qualifications necessary for the efficient operation of the Department. The following procedure will apply:

1. Notice of layoff will be given at least forty-five (45) days before the scheduled layoff.
2. Where employees are laid off and an opening occurs for reemployment within fifteen (15) months, employees shall be recalled within job classification in order of seniority, provided such senior employee is qualified to hold the position. Seniority shall be defined as length of continuous service as a permanent full time employee within a job title for employees covered under this Agreement.
3. Notice of recall to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee. If the person recalled does not accept the position within one (1) week from notification, he shall be considered to have resigned.

ARTICLE 18

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of the Agreement to any employee is held to be contrary to the law, then such provision or application of such shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE 19

DURATION

This AGREEMENT shall be in full force and effect from January 1, 2005 through December 31, 2007, without a reopening date. This Agreement shall continue in full force and effect until a new agreement is reached.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Washington, New Jersey on this 16 day of OCTOBER, 2006.

ATTEST:



Dianne S. Gallets, Clerk

ATTEST:

TOWNSHIP OF WASHINGTON

COUNTY OF MORRIS



Tracy Tobin, Mayor

WASHINGTON TOWNSHIP FOREMAN'S

ASSOCIATION

